

Appl. No. 09/991,364
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Reply to Office Action of February 7, 2005

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REMARKS/ARGUMENTS

Amendments

By way of the present amendment, claims 1, 9, and 15 have been amended. As such, claims 1-20 are present for examination. No new matter is added by these amendments. Applicant respectfully requests entry of the present amendment, and reconsideration of this application as amended.

Information Disclosure Statement

Applicants thank the Examiner for returning the initialed Form 1449s previously mailed on November 14, 2003. However, Applicants note that Document AK, WO 00/46725 A1 to Caywood on Page 1 of 1 does not indicate the Examiner's initials. Applicants respectfully request that the Examiner consider the indicated reference and return a copy of the 1449 indicating that the reference has been considered in connection with the next Office Communication. Alternatively, Applicants request that the Examiner indicate a reason for non-consideration.

35 U.S.C. §101 Rejection

Claims 1-7, 9-13 and 15-20 stand rejected under 35 U.S.C. §101 because the bodies of the claims allegedly do not recite technology. While Applicants' do not agree with the Examiner's characterization of the claims, in order to expedite prosecution, the claims have been amended to recite receiving, transmitting, etc. *via a network*. As such, it is respectfully submitted that technology is expressly recited in several elements of the claims as amended. As such, withdrawal of this rejection is respectfully requested.

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35 U.S.C. §103 Rejection, Ginzboorg et al. and Manasse

Claims 1-6, 8, 10, 13 and 14 stand rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over the cited portions of U.S. Patent Publication No. 2002/0169712 to Ginzboorg et al. (hereinafter "Ginzboorg") in view of the cited portions of U.S. Patent No. 5,802,497 to Manasse (hereinafter "Manasse"). This rejection is respectfully traversed for at least the reasons which follow.

The rejected claims are directed to various methods for transferring funds between a first party and a second party (e.g., a payor/payee or a customer/merchant) in an online transaction. The methods generally involve various manners of obtaining authorization to request debits from a first party's bank account and various manners of obtaining multiple debits from the bank account, wherein the multiple debits do not exceed an amount.

To establish a *prima facie* case of obviousness, the prior art reference (or references when combined) must teach or suggest all of the claim limitations. There must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. The teaching or suggestion to make the claimed combination must be found in the prior art, and not be based on applicants' disclosure. See M.P.E.P. §§2143.01 and 2143.03.

In a proper obviousness determination, the changes from the prior art must be evaluated in terms of the whole invention, including whether the prior art provides any teaching or suggestion to one of ordinary skill in the art to make the changes that would produce the claimed invention. See *In re Chu*, 36 U.S.P.Q.2d 1089, 1094 (Fed. Cir. 1995). This includes what could be characterized as simple changes. See, e.g., *In re Gordon*, 221 U.S.P.Q. 1125, 1127 (Fed. Cir. 1984) (Although a prior art device could have been turned upside down, that did not make the modification obvious unless the prior art fairly suggested the desirability of turning the device upside down.). Only when the prior art teaches or suggests the claimed invention does the burden fall on the applicant to rebut that *prima facie* case. See *In re Dillon*, 16

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U.S.P.Q.2d 1897, 1901 (Fed. Cir. 1990) (in banc), *cert. denied*, 500 U.S. 904 (1991). However, a *prima facie* case of obviousness may be rebutted by showing that the art, in any material respect, teaches away from the claimed invention.

With regard to Claims 1 and 9, in support of the rejection, the Examiner asserts that Ginzboorg discloses "a method for transferring funds between a payor and payee in an online transaction for incremental payments." *Office Action*, page 5 (citations omitted). The Examiner alleges that Ginzboorg "disclose(s) the claimed invention except for the technology [sic] back and forth communication." *Office Action*, page 6. However, the Examiner also concedes that Ginzboorg does not teach:

receiving information from the payor for debiting a bank account associated with the payor;

transmitting to the payee authorization to request debits from the payor, wherein a total of all debit requests does not exceed an amount for the online transaction;

receiving a first request from the payee to debit the payor a first portion of the amount;

initiating a first debit from the bank account for the first portion of the amount;

receiving a second request from the payee to debit the payor a second portion of the amount; and

initiating a second debit from the bank account for the second portion of the amount.

In further support of the rejection, the Examiner relies on Manasse, asserting that Manasse discloses "the back and forth communications and payment distribution of first payment and then second payment after getting a first and then a second request."

Based on these alleged disclosures, the Examiner concludes that it would have been obvious to one of ordinary skill in the art to modify the invention of Ginzboorg based on the teachings of Manasse, with the motivation to combine being "to effectively and efficiently make transactions back and forth based on the first and second request." The Examiner asserts that "it would have been obvious to one having ordinary skill in the art at the time the invention

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was made to automate the back and forth communication using technology.” *Office Action*, page 6. Applicants respectfully traverse.

Whatever else Ginzboorg does teach, as the Examiner concedes, Ginzboorg does not teach, disclose, or suggest receiving information from the payor for debiting a bank account associated with the payor; transmitting to the payee authorization to request debits from the payor, wherein a total of all debit requests does not exceed an amount for the online transaction; receiving a first request from the payee to debit the payor a first portion of the amount; initiating a first debit from the bank account for the first portion of the amount; receiving a second request from the payee to debit the payor a second portion of the amount; and initiating a second debit from the bank account for the second portion of the amount.

Although the Examiner attempts to minimize the shortcomings of Ginzboorg, and asserts that Ginzboorg merely fails to teach using technology to perform “back and forth communication”; Ginzboorg in fact does not disclose numerous claimed steps of the invention, which at a minimum include receiving information concerning debiting a bank account, transmitting authorization to request debits from the bank account, and receiving multiple requests for debits from the bank account, wherein the total of all debit requests does not exceed an amount and the multiple requests are for a portion of the amount.

In addition, the Examiner relies to Manasse to allegedly teach “back and forth communications” and payment distribution of a “first payment and then second payment after getting a first and then a second request”. As an initial point, Applicants respectfully disagree with this characterization of the cited portions of Manasse. To Applicants understanding, although there are multiple requests made, the requests are spread out over multiple servers and scripts, and ultimately result is only a single payment exchange between a customer and a vendor, with a broker service as a middleman. As such, the alleged “first payment” and “second payment” are not in fact requests for debits of portions of an amount (or even a series of payments between the same payor/payee parties), as required by the claims.

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In any event, whatever else Manasse does teach, it does not teach receiving information concerning debiting a bank account, transmitting authorization to request debits from the bank account, and receiving multiple requests for debits from the bank account, wherein the total of all debit requests does not exceed an amount and the multiple requests are for a portion of the amount. As such, even assuming *arguendo* that one of skill would be motivated to modify the teachings of Ginzboorg to "automate the back and forth communication using technology," nowhere does the Examiner point to any teaching, disclosure, or suggestion in the cited references, or knowledge of those skilled in the art, which would lead one of skill in the art to modify Ginzboorg to arrive at the present invention, as described above. For at least this reason, this rejection is respectfully traversed.

With regard to Claims 2 and 10, the Examiner alleges that Ginzboorg discloses "checking that a sum of the first debit and the second debit does not exceed the amount before performing the second-listed initiating step." *Office Action*, Page 7. Applicants respectfully traverse.

Ginzboorg is directed to a control system for use in an operating environment having three parties: a user of an information service, a service provider, and a control process unit that monitors how the customer pays for the service. The control process unit monitors payment messages from the customer to the service provider. Each payment message may contain actual electronic money or information on the exact amount of money that the customer is committed to paying, and may include payment for an entire service, or just a portion of a service. See *Ginzboorg*, Page 2, Para [0033] and [0034]. The control process unit sets a control parameter which monitors whether the user has exceeded the "event" parameter (i.e., service, duration, etc.) that the user has paid for or has committed to pay for. If the user has exceeded the event parameter, the service is either terminated or the customer is notified. However, nowhere is there teaching, disclosure, or suggestion of receiving information concerning debiting a bank account, transmitting authorization to request debits from the bank account, and receiving multiple requests for debits from the bank account, wherein the total of all debit requests does

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not exceed an amount and the multiple requests are for a portion of the amount. Further, nothing in Manasse serves to remedy these deficiencies. As such, this rejection is respectfully traversed.

With regard to Claim 3, the Examiner alleges that Ginzboorg discloses "storing information on a plurality of accounts associated with the payor; and receiving selection of the bank account from the plurality of accounts. (page 8, para 0125, page 9 0128)" *Office Action*, Page 7. Applicants respectfully traverse. At the cited portions, Ginzboorg merely discloses a database CBD for storing the settings made by the user, (user preferences), and for storing information on various services (such as films) displayed to the customer in response to the service identification received. Although payments messages are said to be "generated based on the information stored in the configuration database CBD," there is not disclosure or suggestion that there is any information with regard to bank accounts stored in the CBD. Further, nothing in Manasse serves to remedy these deficiencies. As such, this rejection is respectfully traversed.

With regard to Claim 4, the Examiner concedes that Ginzboorg does not disclose "initiating a first credit to a payee account that corresponds to the first portion of the amount; and initiating a second credit to a payee account that corresponds to the second portion of the amount." However, in support of the rejection, the Examiner again relies on the alleged disclosure in Manasse of "back and forth communication and payment distribution of first payment and then second payment after getting a first and then a second request." *Office Action*, Page 8. As discussed *supra*, Applicants respectfully disagree with this characterization of the cited portions of Manasse. To Applicants understanding, although there are multiple requests made, the requests are spread out over multiple servers and scripts, and ultimately result is only a single payment exchange between a customer and a vendor, with a broker service as a middleman. As such, the alleged "first payment" and "second payment" are not in fact requests for debits of portions of an amount (or even a series of payments between the same payor/payee parties), as required by the claims.

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In any event, whatever else Manasse does teach, it does not teach initiating a first credit to a payee account that corresponds to the first portion of the amount and initiating a second credit to a payee account that corresponds to the second portion of the amount, as Manasse does not teach, disclose, or suggest payments in portions of an amount. As such, even assuming *arguendo* that one of skill would be motivated to modify the teachings of Ginzboorg to "automate the back and forth communication using technology," nowhere does the Examiner point to any teaching, disclosure, or suggestion in the cited references, or knowledge of those skilled in the art, which would lead one of skill in the art to modify Ginzboorg to arrive at the present invention, as described above. For at least this reason, this rejection is respectfully traversed.

With regard to Claim 5, the Examiner concedes that Ginzboorg does not disclose that "the first credit is less than the first debit, and the second credit is less than the second debit." However, in support of the rejection, the Examiner alleges that it would have been obvious to one of skill in the art to "automate the back and forth communication using technology since it has been held that broadly providing a mechanical or automatic means to replace manual activity that has accomplished that same result involves only routine skill in the art." *Office Action*, Page 9 (citations omitted). This rejection is respectfully traversed.

The mere fact that a prior art reference can be modified does not render the resultant modification obvious unless the prior art also suggests the desirability of the modification. M.P.E.P. § 2143.01; *In re Mills*, 16 U.S.P.Q.2d 1430, 1432 (Fed. Cir. 1990); *see also, In re Fritch*, 23 U.S.P.Q.2d 1780 (Fed. Cir. 1992). This includes what could be characterized as simple changes. *See Gordon*, 221 U.S.P.Q. at 1127. The asserted motivation to "automate" alleged manual activity in Ginzboorg does nothing to motivate one of skill in the art to arrive at the present invention, particularly with regard to a first credit being less than the first debit and a second credit being less than the second debit. The Examiner points to no teaching, disclosure, or suggestion in Ginzboorg, the cited prior art, or the knowledge of those skilled in

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the art that contemplates the claimed invention, either in a manual approach or otherwise. For at least this reason, this rejection is traversed.

With regard to Claim 6, the Examiner alleges that Ginzboorg discloses "receiving information from the payee for crediting a payee account" Applicants respectfully traverse. Nowhere in the cited portions of Ginzboorg is there disclosure or suggestion of receiving information from the payee for crediting a payee account. The cited portions of Ginzboorg describe the general procedure for providing a service (e.g., audio-visual stream) from a service provider to a customer via a control unit, wherein the customer sends the control unit payment messages and the control unit coordinates providing the service to the customer. However, in addition to those elements discussed above, to Applicants' understanding, there is no disclosure of receiving information from a payee (i.e., the service provider) for crediting a payee account. To establish a *prima facie* case of obviousness, the prior art reference (or references when combined) must teach or suggest all of the claim limitations. As discussed above, the references, even when combined, fail to teach or suggest a multitude of claim elements. As such, this rejection is respectfully traversed.

With regard to Claim 13, the Examiner concedes that Ginzboorg does not disclose "receiving information from the second party for crediting a second account of the second party." However, in support of the rejection, the Examiner alleges that it would have been obvious to one of skill in the art to "automate the back and forth communication using technology since it has been held that broadly providing a mechanical or automatic means to replace manual activity that has accomplished that same result involves only routine skill in the art." *Office Action*, Page 9 (citations omitted). This rejection is respectfully traversed.

Again, the mere fact that a prior art reference can be modified does not render the resultant modification obvious unless the prior art also suggests the desirability of the modification. M.P.E.P. § 2143.01; *In re Mills*, 16 U.S.P.Q.2d 1430, 1432 (Fed. Cir. 1990); *see also, In re Fritch*, 23 U.S.P.Q.2d 1780 (Fed. Cir. 1992). This includes what could be

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characterized as simple changes. *See Gordon*, 221 U.S.P.Q. at 1127. The asserted motivation to "automate" alleged manual activity in Ginzboorg does nothing to motivate one of skill in the art to arrive at the present invention, particularly with regard to second party and crediting a second account of the second party. The Examiner points to no teaching, disclosure, or suggestion in Ginzboorg, the cited prior art, or the knowledge of those skilled in the art that contemplates the claimed invention, either in a manual approach or otherwise. For at least this reason, this rejection is traversed.

With regard to Claims 8 and 14, the Examiner alleges that Ginzboorg discloses a "computer-readable medium having computer-executable instructions for performing the computer-implementable method for transferring funds between the payor and the payee in the online transaction of claim 1". As discussed above in connection with Claims 1 and 9, whatever else Ginzboorg does teach, as the Examiner concedes, Ginzboorg does not teach, disclose, or suggest receiving information from the payor for debiting a bank account associated with the payor; transmitting to the payee authorization to request debits from the payor, wherein a total of all debit requests does not exceed an amount for the online transaction; receiving a first request from the payee to debit the payor a first portion of the amount; initiating a first debit from the bank account for the first portion of the amount; receiving a second request from the payee to debit the payor a second portion of the amount; and initiating a second debit from the bank account for the second portion of the amount. Further, nothing in Manasse serves to remedy these deficiencies. As such, this rejection is respectfully traversed.

For at least these reasons, the rejection of Claims 1-6, 8, 10, 13 and 14 under 35 U.S.C. §103(a) as allegedly being unpatentable over Ginzboorg in view of Manasse is traversed, and withdrawal of the rejection is respectfully requested.

35 U.S.C. §103 Rejection, Ginzboorg et al. and Manasse in view of Tateisi

Claim 7 stands rejected under 35 U.S.C. §103(a) as being unpatentable over the cited portions of U.S. Patent Publication No. 2002/0169712 to Ginzboorg et al. (hereinafter

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"Ginzboorg") and the cited portions of U.S. Patent No. 5,802,497 to Manasse (hereinafter "Manasse") in view of the cited portions of U.S. Patent No. 4,678,895 to Tateisi et al. (hereinafter "Tateisi"). The rejection is respectfully traversed for at least the reasons which follow.

The Examiner concedes that Ginzboorg and Manasse do not disclose "receiving an indication from the payor of which of a plurality of accounts to use as the back account for the online transaction." However, in support of the rejection, the Examiner asserts that Tateisi teaches "selecting a bank account among various bank accounts." Tateisi discloses a payment making system comprises an electronic cash register and a payment making terminal device connected to the register and is adapted for use with a bank card issued by a bank to a person having a deposit account with the bank. The Examiner alleges that the motivation to combine these references is to "effectively and efficiently enhance the availability of funds by selecting from a plurality of bank accounts." *Office Action*, Page 11.

Whatever else Tateisi does disclose, it does not teach, disclose, or suggest receiving information from the payor for debiting a bank account associated with the payor; transmitting to the payee authorization to request debits from the payor, wherein a total of all debit requests does not exceed an amount for the online transaction; receiving a first request from the payee to debit the payor a first portion of the amount; initiating a first debit from the bank account for the first portion of the amount; receiving a second request from the payee to debit the payor a second portion of the amount; and initiating a second debit from the bank account for the second portion of the amount. As such, Tateisi does nothing to remedy the deficiencies of Ginzboorg and Manasse.

Accordingly, for at least these reasons, this rejection is traversed, and withdrawal of this rejection is respectfully requested.

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35 U.S.C. §103 Rejection, Ginzboorg et al. and Manasse in view of Rosen

Claim 11 stands rejected under 35 U.S.C. §103(a) as being unpatentable over the cited portions of U.S. Patent Publication No. 2002/0169712 to Ginzboorg et al. (hereinafter "Ginzboorg") and the cited portions of U.S. Patent No. 5,802,497 to Manasse (hereinafter "Manasse") in view of the cited portions of U.S. Patent No. 5,453,601 to Rosen (hereinafter "Rosen"). This rejection is respectfully traversed for at least the reasons which follow.

The Examiner concedes that Ginzboorg and Manasse do not disclose "initiating a plurality of credits to a second account of the second party wherein the plurality of credits correspond to the plurality of debits. However, in support of this rejection, the Examiner asserts that Rosen discloses "multiple funds transfers esp. credits out of the bank. Rosen discloses a monetary system having electronic money that is interchangeable with conventional paper money comprising (1) issuing banks or financial institutions that are coupled to a money generator device for generating and issuing to subscribing customers electronic money including electronic currency backed by demand deposits, or electronic credit authorizations; (2) correspondent banks that accept and distribute the electronic money; (3) a plurality of transaction devices that are used by subscribers for storing electronic money, for performing money transactions with the on-line systems of the participating banks or for exchanging electronic money with other like transaction devices; (4) teller devices, associated with the issuing and correspondent banks, for process handling and interfacing the transaction devices to the issuing and correspondent banks, and for interfacing between the issuing and correspondent banks themselves; (5) a security arrangement for maintaining the integrity of the system; and (6) reconciliation and clearing processes to monitor and balance the monetary system. The Examiner alleges that the motivation to combine these references is to "effectively and efficiently move funds from point to point." *Office Action*, page 12.

Whatever else Rosen does disclose, it does not teach, disclose, or suggest receiving information from the payor for debiting a bank account associated with the payor;

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transmitting to the payee authorization to request debits from the payor, wherein a total of all debit requests does not exceed an amount for the online transaction; receiving a first request from the payee to debit the payor a first portion of the amount; initiating a first debit from the bank account for the first portion of the amount; receiving a second request from the payee to debit the payor a second portion of the amount; and initiating a second debit from the bank account for the second portion of the amount. As such, Rosen does nothing to remedy the deficiencies of Ginzboorg and Manasse.

Accordingly, for at least these reasons, this rejection is traversed, and withdrawal of this rejection is respectfully requested.

35 U.S.C. §103 Rejection, Ginzboorg et al. and Manasse and Rosen in view of Deep

Claim 12 stands rejected under 35 U.S.C. §103(a) as being unpatentable over the cited portions of U.S. Patent Publication No. 2002/0169712 to Ginzboorg et al. (hereinafter "Ginzboorg"), the cited portions of U.S. Patent No. 5,802,497 to Manasse (hereinafter "Manasse") and the cited portions of U.S. Patent No. 5,453,601 to Rosen (hereinafter "Rosen") in view of the cited portions of U.S. Patent No. 6,393,412 to Deep (hereinafter "Deep"). This rejection is respectfully traversed for at least the reasons which follow.

The Examiner concedes that Ginzboorg, Manasse and Rosen do not disclose "wherein each of the plurality of credits is less than its corresponding debit by a fee." However, in support of this rejection, the Examiner asserts that Deep discloses "reducing the credit by a fee." Deep discloses a method for allowing a user to access a plurality of service providers through a service brokerage via the Internet. The service brokerage establishes accounts with the service providers and the user. Once a user logs in to the service brokerage, the user is presented with a set of private service provider chat rooms that are on on-line. The user's account is charged with a user service fee, and the service provider's account is credited with a service provider fee, according to the length of time the user spends in the occupied chat room of the service provider. The Examiner alleges that one of skill would be motivated to combine these

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references to "effectively and efficiently move funds from point to point." *Office Action*, Page 13.

Whatever else Deep does disclose, it does not teach, disclose, or suggest receiving information from the payor for debiting a bank account associated with the payor; transmitting to the payee authorization to request debits from the payor, wherein a total of all debit requests does not exceed an amount for the online transaction; receiving a first request from the payee to debit the payor a first portion of the amount; initiating a first debit from the bank account for the first portion of the amount; receiving a second request from the payee to debit the payor a second portion of the amount; and initiating a second debit from the bank account for the second portion of the amount. As such, Deep does nothing to remedy the deficiencies of Ginzboorg, Manasse and Rosen.

Accordingly, for at least these reasons, this rejection is traversed, and withdrawal of this rejection is respectfully requested.

35 U.S.C. §103 Rejection, McCoy et al. and Ganesan et al.

Claims 15 and 20 stand rejected under 35 U.S.C. §103(a) as being unpatentable over the cited portions of U.S. Patent No. 5,649,116 to McCoy et al. (hereinafter "McCoy"), the cited portions of U.S. Patent Publication No. 2002/0097465 to Ganesan et al. (hereinafter "Ganesan"). This rejection is respectfully traversed for at least the reasons which follow.

The rejected claims are directed to a method for transferring funds between a customer and a merchant with a funds transfer system, and a computer-readable medium therefore. The methods generally involve receiving authorization to request debits from the customer's bank account, sending a plurality of requests from the merchant to the funds transfer system to debit the bank account, and receiving from the automated clearinghouse network a plurality of credits corresponding to the plurality of requests, wherein the total of all debit requests do not exceed an amount.

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To establish a *prima facie* case of obviousness, the prior art reference (or references when combined) must teach or suggest all of the claim limitations. There must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. The teaching or suggestion to make the claimed combination must be found in the prior art, and not be based on applicants' disclosure. See M.P.E.P. §§2143.01 and 2143.03.

The Examiner alleges that McCoy teaches:

receiving authorization to request debits of a bank account of the customer wherein:

the authorization resulted from interaction between the customer and the funds transfer system;

sending a plurality of request from the merchant to the funds transfer system to debit the bank account; and receiving from the automated clearinghouse (ACH) network a plurality of credits corresponding to the plurality of requests.

Applicants respectfully traverse. McCoy discloses a computer-based system for managing risk among a plurality of accounts, each account having an associated account exposure. The system includes means for submitting a transaction to a selected account of a plurality of related accounts; monitoring means, responsive to the submitting means, for determining a combined exposure of the plurality of related accounts associated with the selected account that would result from the submission of a transaction; means, responsive to the monitoring means, for authorizing the transaction when the combined exposure determined by the monitoring means is less than a first predetermined limit and for denying a submitted transaction when the combined exposure would exceed the first predetermined limit if the transaction were to be authorized; means for alerting a first officer when the combined exposure determined by the monitoring means would exceed a second predetermined limit if the transaction were to be authorized; and means for receiving from the first officer an authorization indicia to the authorizing means and for causing, upon the authorizing means receiving the indicia, the authorizing means to authorize a previously denied transaction. While in one

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embodiment, the submitting means may be a connection to an automated clearinghouse, to Applicants' understanding, there is no disclosure in the cited portions of McCoy of sending a plurality of requests from the merchant to the funds transfer system to debit the bank account and receiving from the ACH network a plurality of credits corresponding to the plurality of requests. There is no express disclosure of a plurality of interactions between a merchant and a customer in the cited portions of McCoy.

Further, the Examiner concedes that McCoy does not disclose that "a total of all debit requests does not exceed an amount." *Office Action*, Page 14. However, in support of the rejection, the Examiner asserts that Ganesan discloses "debit requests that do not exceed the amount." Again, Applicants' respectfully traverse. At the cited portions, Ganesan refers to a prior art reference that discusses methods of reducing potential financial risk to the electronic funds service provider, explaining that "[p]rocessing a bill payment request, . . . , can include a risk analysis of the payment request before the payment is executed. The risk analysis can include determining in what form to release payment to the payee. . . . The form of payment is based upon such criteria as analyzing the payment request to determine if the amount of the payment request meets or exceeds a first predetermined amount and determining if the total amount of previous payment requests within a certain timeframe meets or exceeds a second predetermined amount." The Examiner asserts that the motivation to combine these references is to effectively and efficiently facilitate funds transfer.

In any event, whatever else Ganesan does teach, it does not teach, disclose, or suggest, at a minimum, sending a plurality of requests from a merchant to the funds transfer system to debit the bank account and receiving from the ACH network a plurality of credits corresponding to the plurality of requests. Even assuming, *arguendo*, that one of skill in the art would be motivated to modify McCoy with the cited portions of Ganesan, one would not arrive at the claimed invention. The cited portions of Ganesan discuss methods for reducing risk associated with electronic funds transfer. There is nothing in Ganesan, or McCoy and Ganesan when combined to suggest a plurality of interactions between a merchant and a customer,

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wherein a total of debit requests does not exceed an amount. The disclosure in Ganesan of determining the form of payment based on a total predetermined amount does little to remedy these deficiencies.

With regard to Claim 20, the Examiner asserts that McCoy discloses a computer-readable medium having computer-executable instructions for performing the computer implementable method of Claim 15. The rejection is respectfully traversed for at least the reasons discussed above in connection with Claim 15.

For at least these reasons, this rejection is traversed and withdrawal of this rejection is respectfully requested.

35 U.S.C. §103 Rejection, McCoy et al. and Ganesan et al. in view of Kight et al.

Claims 16, 17 and 19 stand rejected under 35 U.S.C. §103(a) as being unpatentable over the cited portions of U.S. Patent No. 5,649,116 to McCoy et al. (hereinafter "McCoy"), the cited portions of U.S. Patent Publication No. 2002/0097465 to Ganesan et al. (hereinafter "Ganesan") in view of the cited portions of U.S. Patent No. 5,383,113 to Kight et al. (hereinafter "Kight"). Applicants' respectfully traverse.

The Examiner concedes that McCoy and Ganesan do not disclose "checking that a sum of the plurality of requests does not exceed the amount before receiving any credit from the ACH network. And [the] step of initiating a plurality of credits to an account of the merchant. And of receiving information from the merchant for crediting an account of the merchant." However, in support of the rejection, the Examiner asserts that Kight discloses that "the sum of a group of requests does not exceed the amount in the account otherwise the transaction would fail."

Kight discloses a computerized payment system by which a consumer may instruct a service provider by telephone, computer terminal, or other telecommunications and means to pay various bills without the consumer having to write a check for each bill. The service provider collects consumers' information, financial institutions' information and

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merchant information, and arranges payment to the merchants according to the consumers' instructions based on a financial risk analysis, including total consumer credit limits and month-to-date limits that the service provider will extend to the consumer. The Examiner asserts that the motivation to combine these references is to "effectively and efficiently do a wire transaction." *Office Action*, Page 16.

Again, whatever else Kight does teach, it does not teach, disclose, or suggest, at a minimum, sending a plurality of requests from a merchant to the funds transfer system to debit the bank account and receiving from the ACH network a plurality of credits corresponding to the plurality of requests. Even assuming, *arguendo*, that one of skill in the art would be motivated to modify McCoy and Ganesan with the cited portions of Kight, one would not arrive at the claimed invention. The cited portions of Kight discuss methods for reducing risk associated with a service provider, and the limits discussed relate to a credit limit extended by the service provider to the consumer. There is nothing in Kight, or McCoy, Ganesan, and Kight when combined to suggest a plurality of interactions between a merchant and a customer, wherein a total of debit requests does not exceed an amount. The disclosure in Kight of determining setting a credit limit and verifying that the credit extended does not exceed the credit limit does little to remedy these deficiencies.

For at least these reasons, this rejection is traversed and withdrawal of this rejection is respectfully requested.

35 U.S.C. §103 Rejection, McCoy et al., Ganesan et al. and Kight et al. in view of Deep

Claim 18 stands rejected under 35 U.S.C. §103(a) as being unpatentable over the cited portions of U.S. Patent No. 5,649,116 to McCoy et al. (hereinafter "McCoy"), the cited portions of U.S. Patent Publication No. 2002/0097465 to Ganesan et al. (hereinafter "Ganesan"), the cited portions of U.S. Patent No. 5,383,113 to Kight et al. (hereinafter "Kight") and the cited portions of U.S. Patent No. 6,393,412 to Deep (hereinafter "Deep"). The rejection is respectfully traversed for at least the reasons which follow.

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The Examiner concedes that McCoy, Ganesan and Kight do not disclose "wherein each of the plurality of credits is less than a plurality of debits from the bank account by a fee." However, in support of this rejection, the Examiner asserts that Deep discloses "reducing the credit by a fee." Deep discloses a method for allowing a user to access a plurality of service providers through a service brokerage via the Internet. The service brokerage establishes accounts with the service providers and the user. Once a user logs in to the service brokerage, the user is presented with a set of private service provider chat rooms that are on on-line. The user's account is charged with a user service fee, and the service provider's account is credited with a service provider fee, according to the length of time the user spends in the occupied chat room of the service provider. The Examiner alleges that one of skill would be motivated to combine these references to "effectively and efficiently move funds from point to point." *Office Action*, Page 17.

Whatever else Deep does disclose, it does not teach, disclose, or suggest, at a minimum, sending a plurality of requests from a merchant to the funds transfer system to debit the bank account and receiving from the ACH network a plurality of credits corresponding to the plurality of requests. As such, Deep does nothing to remedy the deficiencies of McCoy, Ganesan and Kight.

Accordingly, for at least these reasons, this rejection is traversed, and withdrawal of this rejection is respectfully requested.

CONCLUSION

In view of the foregoing, Applicants believe all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

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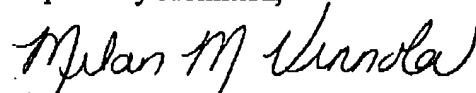
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If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 303-571-4000.

Respectfully submitted,



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